

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Cornerstone Government Affairs

**2. Registration Number**

6401

**3. Primary Address of Registrant**

800 Maine Avenue, SW, Floor 7, Washington, DC 20024

**4. Name of Foreign Principal**

Formula LLC

**5. Address of Foreign Principal**45 Vazha Pshavela Ave, 0177  
Tbilisi  
GEORGIA**6. Country/Region Represented**

GEORGIA

**7. Indicate whether the foreign principal is one of the following:**☐ Government of a foreign country<sup>1</sup>☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☒ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official(s) with whom registrant engages

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

Television and media

- b) Is this foreign principal:

|   |   |  |
|---|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/25/2023Geoff J. Gonella/s/Geoff J. Gonella

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

5/25/2023

Geoff J. Gonella



## Appendix

### Response to Item 11

**Item 11: Explain fully all items answered "Yes" in Item 10(b).**

Item 10(b) Supervised: Supervised by foreign individuals through ownership as detailed below.

- a. Zurab Gumbaridze, 01024037522 - Director and 12.25%; - Partner.
- b. Mikheil Mshvildadze, 01027007834 - 12.25%; - Partner;
- c. Irakli Saginadze, 01010009580 - 12.25% ; - Partner;
- d. Giorgi Liponava, 01010000641 - 12.25% ; - Partner;
- e. David Kezerashvili, 01015000210 - 51%. - Partner.

Item 10(b) Owned: Owned by foreign individuals as detailed below:

- a. Zurab Gumbaridze, 01024037522 - Director and 12.25%; - Partner.
- b. Mikheil Mshvildadze, 01027007834 - 12.25%; - Partner;
- c. Irakli Saginadze, 01010009580 - 12.25% ; - Partner;
- d. Giorgi Liponava, 01010000641 - 12.25% ; - Partner;
- e. David Kezerashvili, 01015000210 - 51%. - Partner.

Item 10(b) Directed: Directed by foreign individuals as detailed below.

- a. Zurab Gumbaridze, 01024037522 - Director and 12.25%; - Partner.
- b. Mikheil Mshvildadze, 01027007834 - 12.25%; - Partner;
- c. Irakli Saginadze, 01010009580 - 12.25% ; - Partner;
- d. Giorgi Liponava, 01010000641 - 12.25% ; - Partner;
- e. David Kezerashvili, 01015000210 - 51%. - Partner.

Item 10(b) Controlled: Controlled by foreign individuals as detailed below:

- a. Zurab Gumbaridze, 01024037522 - Director and 12.25%; - Partner.
- b. Mikheil Mshvildadze, 01027007834 - 12.25%; - Partner;
- c. Irakli Saginadze, 01010009580 - 12.25% ; - Partner;
- d. Giorgi Liponava, 01010000641 - 12.25% ; - Partner;
- e. David Kezerashvili, 01015000210 - 51%. - Partner.

Item 10(b) Financed: Financed by foreign individuals as detailed below:

- a. Zurab Gumbaridze, 01024037522 - Director and 12.25%; - Partner.
- b. Mikheil Mshvildadze, 01027007834 - 12.25%; - Partner;
- c. Irakli Saginadze, 01010009580 - 12.25% ; - Partner;
- d. Giorgi Liponava, 01010000641 - 12.25% ; - Partner;
- e. David Kezerashvili, 01015000210 - 51%. - Partner.



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Cornerstone Government Affairs

2. Registration Number  
6401

3. Name of Foreign Principal  
Formula LLC

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 05/21/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Communicating with US media and other industry stakeholders.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Cornerstone will provide public affairs and communications counsel related to the development and management of a communications program in the US for Formula TV. The objective of the program will be to advocate for the protection of a free and independent media in Georgia. Registrant will engage in activities on behalf of the foreign principal to educate and inform the US public to ongoing issues in Georgia as it relates to the treatment of independent media outlets in Georgia. This will include meeting with opinion leaders, outreach to media, think tanks, public policy and trade organizations, business leaders, issue experts and academics. This will be achieved through ongoing communication counsel, scheduling meetings/briefings and developing/drafting informational materials for the client, which could include press releases, internet/website content, emails and letters.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

| Date | Contact | Method | Purpose |
|------|---------|--------|---------|
|------|---------|--------|---------|

- 
12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

| Date Received | From Whom | Purpose | Amount/Thing of Value |
|---------------|-----------|---------|-----------------------|
|---------------|-----------|---------|-----------------------|

- 
13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

| Date | Recipient | Purpose | Amount/Thing of Value |
|------|-----------|---------|-----------------------|
|------|-----------|---------|-----------------------|

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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/25/2023Geoff J. Gonella/s/Geoff J. Gonella

**EXECUTION**

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Date

Printed Name

Signature

5/25/2023

Geoff J. Gonella



## Appendix

### Response to Item 10

**Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.**

Cornerstone will provide public affairs and communications counsel related to the development and management of a communications program in the US for Formula TV. The objective of the program will be to advocate for the protection of a free and independent media in Georgia. Registrant will engage in activities on behalf of the foreign principal to educate and inform the US public to ongoing issues in Georgia as it relates to the treatment of independent media outlets in Georgia. This will include meeting with opinion leaders, outreach to media, think tanks, public policy and trade organizations, business leaders, issue experts and academics. This will be achieved through ongoing communication counsel, scheduling meetings/briefings and developing/drafting informational materials for the client, which could include press releases, internet/website content, emails and letters.



May 5, 2023

Mr. Zurab Gumbaridze  
Chief Executive Officer  
Formula LLC.  
45 Vazha Pshavela Ave, 0177, Tbilisi, Georgia

**Re: Agreement between Cornerstone Public Affairs and Formula LLC**

Dear Mr. Gumbaridze,

Please find this letter as the formal agreement ("**Agreement**") between Cornerstone Government Affairs, Inc dba Cornerstone Public Affairs ("**Cornerstone**") and Formula LLC ("**Formula**"), referred to individually as Party or Parties collectively, for public relations services as outline by the project scope ("**Project Scope**") and conducted according to the terms and conditions of this Agreement.

Project Scope

The Project Scope shall entail:

- Drafting and revising messaging and materials to advance Formula's priorities in the United States;
- Conducting media outreach with relevant US media;
- Monitoring US media for relevant issues pertaining to Formula's concerns; and
- Developing and supporting earned and paid media efforts.

Term

The term ("**Term**") of the Agreement shall begin on the date all Parties have executed this Agreement and continue for 12 months. Either Party may terminate this Agreement with or without cause at any time during the Term after thirty (30) days written notice to the other Party. Formula shall pay Cornerstone all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination.

Fee, Administrative Fee, and Expenses

The payment for the scope of services shall be made in four (4) payments of one hundred and five thousand US dollars (\$105,000.00) plus reasonable and customary out-of-pocket expenses with any travel being approved in advance by Formula (the "**Fee**"). Cornerstone shall invoice Formula for the first payment upon the execution of this Agreement and will otherwise invoice the Fee at the beginning of each subsequent quarter through the remainder of the Term. The Fee due under such invoice shall be payable within thirty (30) days after Formula's receipt of the invoice.

Cornerstone shall also assess Formula a five (5%) percent administrative fee ("**Administrative Fee**") to cover general expenses such as Cornerstone's usage of subscriptions to news and information resources, long distance phone charges, marketing, or production expenses, including photography, videography, image purchases, translation services, shipping costs, and courier services. Administrative expenses will be invoiced in accordance with the Fee section above.

Confidentiality

Cornerstone shall maintain confidentiality with regard to information marked or expressly identified as confidential by Formula at the time of disclosure ("**Confidential Information**"). Confidential Information





shall only be used by Cornerstone employees or authorized agents in the performance of obligations in this Agreement. Cornerstone shall not disclose any Confidential Information to any person or entity without the prior express written consent of Formula.

In the event that such disclosure is required by law, regulation or court order, Cornerstone agrees, if reasonably practicable, to refrain from such disclosure until such time as Formula has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and Formula has had a reasonable opportunity to contest the basis for disclosure and review the content of the proposed disclosure.

#### Liability

The entire liability of Cornerstone, and Formula's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, shall not exceed the amount of monies actually paid to Cornerstone by Formula in the immediately preceding twelve (12) month period. Cornerstone will not be liable for any incidental, indirect, special, or consequential damages, including but not limited to, loss of use, revenues, profits, or savings, even if Cornerstone knew or should have known of the possibility of such damages or claims against Formula by any person.

#### Indemnity

Formula agrees to defend, indemnify, and hold harmless Cornerstone against all losses, claims, damages, legal fees, expenses, or liabilities that Cornerstone may incur based upon information, representations furnished or approved by Formula or its authorized representatives, whether or not Cornerstone prepared or participated in the preparation of such materials. Subject to the liability provisions, Cornerstone agrees to indemnify and hold harmless Formula against all losses, claims, damages, legal fees, expenses, or liabilities that Formula may incur based upon information, representations, or releases made by Cornerstone or its authorized agents that Formula did not expressly approve, or that Cornerstone materially changed or altered after Formula's approval; or that Cornerstone used in a negligent or reckless manner. This paragraph shall survive the termination of this Agreement and shall continue to bind both Parties.

#### Compliance

Each Party shall be responsible, at its own expense, for complying with any US federal, state, or local law covering the representation of foreign principals, specifically, but not limited to, the Foreign Agents Registration Act (FARA). Formula understands that activities may require regular disclosure with the Department of Justice, including fees and expenses paid to Cornerstone. Formula warrants that it has provided Cornerstone with accurate and complete information concerning its ownership, funding, and objectives and will notify Cornerstone immediately should any of this information change.

#### Governing Law

This Agreement shall be construed in accordance with the laws of the District of Columbia, without giving effect to any choice of law provision or rule.

#### Amendment

This Agreement may be changed by written agreement signed by each Party.



We look forward to working with you. If you have any questions regarding this Agreement, please contact Stacey Scholl in our office at (202) 370-1015 or [sscholl@cgagroup.com](mailto:sscholl@cgagroup.com).

Sincerely,

Campbell Kaufman  
President

-----  
Agreed to by \_\_\_\_\_ on behalf of Formula

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



May 17, 2023

Mr. Zurab Gumbaridze  
Chief Executive Officer  
Formula LLC.  
45 Vazha Pshavela Ave, 0177, Tbilisi, Georgia

**Re: Agreement between Cornerstone Public Affairs and Formula LLC**

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- Develop and execute a media and outreach strategy to reach key elected officials and policymakers, as well as opinion leaders at media, think tanks, public policy and trade organizations, business associations, issue experts and academics to educate and inform them on ongoing issues in Georgia as it relates to the treatment of independent media outlets in Georgia;
- Providing ongoing communication counsel, as well as facilitating and scheduling meetings/briefings and developing informational materials for the client, which could include press releases, internet/website content, emails and letters;
- Monitoring US media for relevant issues pertaining to Formula's concerns;
- Conducting media outreach with relevant US media; and
- Developing and supporting earned and paid media efforts.

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Fee, Administrative Fee, and Expenses

The payment for the scope of services shall be made in four (4) payments of one hundred and five thousand US dollars (\$105,000.00) plus reasonable and customary out-of-pocket expenses with any travel being approved in advance by Formula (the "**Fee**"). Cornerstone shall invoice Formula for the first payment upon the execution of this Agreement and will otherwise invoice the Fee at the beginning of each subsequent quarter through the remainder of the Term. The Fee due under such invoice shall be payable within thirty (30) days after Formula's receipt of the invoice.





Cornerstone may, with prior consent from Formula, assess a five (5%) percent administrative fee ("**Administrative Fee**") to cover expenses such as Cornerstone's registration under the Foreign Agent Registration Act (FARA), usage of subscriptions to news and information resources, long distance phone charges, marketing, or production expenses, including photography, videography, image purchases, translation services, shipping costs, and courier services. Administrative expenses will be invoiced in accordance with the Fee section above.

#### Confidentiality

Cornerstone shall maintain confidentiality with regard to information marked or expressly identified as confidential by Formula at the time of disclosure ("**Confidential Information**"). Confidential Information shall only be used by Cornerstone employees or authorized agents in the performance of obligations in this Agreement. Cornerstone shall not disclose any Confidential Information to any person or entity without the prior express written consent of Formula.

In the event that such disclosure is required by law, regulation or court order, Cornerstone agrees, if reasonably practicable, to refrain from such disclosure until such time as Formula has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and Formula has had a reasonable opportunity to contest the basis for disclosure and review the content of the proposed disclosure.

#### Liability

The entire liability of Cornerstone, and Formula's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, shall not exceed the amount of monies actually paid to Cornerstone by Formula in the immediately preceding twelve (12) month period. Cornerstone will not be liable for any incidental, indirect, special, or consequential damages, including but not limited to, loss of use, revenues, profits, or savings, even if Cornerstone knew or should have known of the possibility of such damages or claims against Formula by any person.

#### Indemnity

Formula agrees to defend, indemnify, and hold harmless Cornerstone against all losses, claims, damages, legal fees, expenses, or liabilities that Cornerstone may incur based upon information, representations furnished or approved by Formula or its authorized representatives, whether or not Cornerstone prepared or participated in the preparation of such materials. Subject to the liability provisions, Cornerstone agrees to indemnify and hold harmless Formula against all losses, claims, damages, legal fees, expenses, or liabilities that Formula may incur based upon information, representations, or releases made by Cornerstone or its authorized agents that Formula did not expressly approve, or that Cornerstone materially changed or altered after Formula's approval; or that Cornerstone used in a negligent or reckless manner. This paragraph shall survive the termination of this Agreement and shall continue to bind both Parties.

#### Compliance

Each Party shall be responsible, at its own expense, for complying with any US federal, state, or local law covering the representation of foreign principals, specifically, but not limited to, the Foreign Agents Registration Act (FARA). Formula understands that activities may require regular disclosure with the Department of Justice, including fees and expenses paid to Cornerstone. Formula warrants that it has





provided Cornerstone with accurate and complete information concerning its ownership, funding, and objectives and will notify Cornerstone immediately should any of this information change.

Governing Law

This Agreement shall be construed in accordance with the laws of the District of Columbia, without giving effect to any choice of law provision or rule.

Amendment

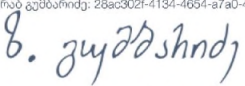
This Agreement may be changed by written agreement signed by each Party.

We look forward to working with you. If you have any questions regarding this Agreement, please contact Stacey Scholl in our office at (202) 370-1015 or [sscholl@cgagroup.com](mailto:sscholl@cgagroup.com).

Sincerely,

Campbell Kaufman  
President

Agreed to by ლელი ჭელიძე on behalf of Formula

eSigned by:  
ხელმოწერის იდენტიფიკატორი: 28ac302f-4134-4654-a7a0-4....  
  
Certified by Signify

21/05/2023

Signature

Date